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New Hampshire Fish and Game Department

11 Hazen Drive, Concord, NH 03301-6500
 Headquarters: (603) 271-3421
 Web site: www.WildNH.com

TDD Access: Relay NH 1-800-735-2964
 FAX (603) 271-1438
 E-mail: info@wildlife.nh.gov

Glenn Normandeau
 Executive Director

May 13, 2019

His Excellency, Governor Christopher T. Sununu
 and the Honorable Council
 State House
 Concord, NH 03301

Requested Action

Pursuant to RSA 21-I:80,I(b), authorize the New Hampshire Fish and Game Department, to enter into a contract with Northeast Shoring Installation LLC, Merrimack, NH (Vendor Code # 304946), for the installation of a Temporary Cofferd Dam at the Department's Lake Winnepesaukee Public Boat Access Area (a.k.a. Downing's Landing) in Alton, NH in the amount of \$60,200.00 effective upon Governor and Council approval through December 30, 2019. Funding: 75% Federal, 25% Statewide Public Boat Access funds.

Funding is available for this service and will be expended as follows, contingent upon availability and continued appropriations for Fiscal Years FY2019 and FY2020:

	<u>FY2019</u>	<u>FY 2020*</u>
03 75 75 753520 21170000 Facilities and Lands – Statewide Public Boat Access		
20 07500 21170000 307 500849 Statewide Public Boat Access	\$6,000.00	\$54,200.00
	* Pending Budget Approval	

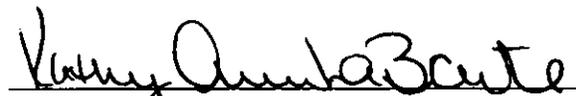
Explanation

The New Hampshire Fish and Game Department will reconstruct the boat access ramp and associated seasonal floating courtesy dock at the Department's Lake Winnepesaukee Public Boat Access Area (a.k.a. Downing's Landing) in Alton, NH this fall. The effort is the first phase of a multiple step project to refurbish the entire boat access area next year. The deep water depths and river current around the ramp location require a coffer dam to be installed so the work can be done safely, efficiently and cost-effectively in dry conditions. The NH Fish & Game construction crew will accomplish the ramp and dock construction aspects of the project, but does not have the equipment or the ability to install a coffer dam.

Respectfully submitted,



 Glenn Normandeau
 Executive Director



 Kathy Ann LaBonte, Chief
 Business Division

New Hampshire Fish & Game Department

Bid Page

The following companies submitted bids for the Coffe Dam Installation and Removal at Downing's Landing Boat Access Area solicitation, as summarized below:

Jim Kinch Northeast Shoring Installation, LLC 6 Wright Avenue Merrimack, NH 03054	\$60,200
Mark Roberts Leslie E. Roberts, LLC 87 Hackett Road Belmont, NH 03220	\$72,699
Kristi Denko Neil H. Daniels Inc. PO Box 246 4409 US 5 South Ascutney, VT 05030	\$119,000
Lucinda Tilas Chesterfield Associates Inc. 123 West Shore Rd. Westport Island, ME 04578	\$325,000
John McNulty ACK Marine & General Contracting, LLC 299 Water Street Quincy, MA 02169	\$392,778

The following companies received a description of the Scope of Work, Request for Bid, and attended the Mandatory Pre-bid Meeting, but choose not to submit a bid.

Dave Farley
Diversified Marine Construction Corp
P.O. Box 7464
1934 Lake Shore Rd
Gilford, NH 03247

John Linscott IV
H. B. Fleming
89 Pleasant Avenue
South Portland, ME 04106

Luke Freudenberg
Northeast Dock and Barge
PO Box 113
Wolfeboro, NH 03894

-- End of Bidders --

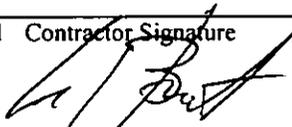
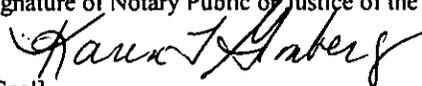
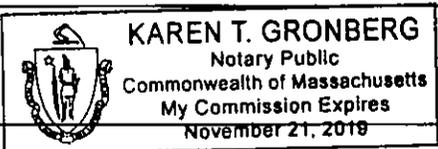
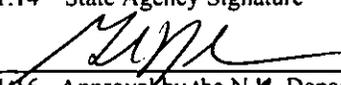
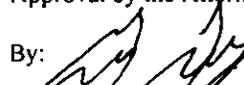
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Fish and Game Department		1.2 State Agency Address 11 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name Northeast Shoring Installation, LLC		1.4 Contractor Address 6 Wright Avenue, Merrimack, NH 03054	
1.5 Contractor Phone Number 603-377-7437	1.6 Account Number 21170000 307 500849	1.7 Completion Date December 30, 2019	1.8 Price Limitation \$60,200
1.9 Contracting Officer for State Agency Glenn Normandeau, Executive Director		1.10 State Agency Telephone Number (603) 271-3511	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Andre Bissonnette, Principal	
1.13 Acknowledgement: State of <u>Massachusetts</u> , County of <u>Plymouth</u> On <u>April 19, 2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Glenn Normandeau, Executive Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>5/17/19</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

 4/19/19

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials

Date


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Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials

Date


4/19/19

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials 
Date 4/19/19

EXHIBIT A

SCOPE OF SERVICES

“Coffer Dam Installation and Removal at Downing’s Landing Boat Access Area”

The Scope of Work is detailed in the following Contract documents:

1. SECTION 01100 - SCOPE OF WORK
2. SECTION 02100 - SITE PREPARATION

Contractor's Initials

Date


4/19/19

EXHIBIT B

TERMS OF PAYMENT

“Coffer Dam Installation and Removal at Downing’s Landing Boat Access Area”

1. The Contractor shall receive payment for services rendered in accordance with the following schedule:
 - a. Approval of coffer dam design and shop drawings
 - b. Mobilize to site and Installation of coffer dam
 - c. Removal of coffer dam, site clean-up and demobilize from site
2. Five percent (5%) of the value of the work performed for each payment item in the schedule will be deducted and retained by the Department until after completion of the entire Contract in an acceptable manner. The balance remaining after the specified percentage has been retained, less all previous payments, will be certified for payment on each item in the schedule.
3. Within thirty (30) days after acceptance, the Department shall pay to the Contractor the amount of the Contract, less all prior payments. All prior payments and estimates, including those relative to extra work, shall be subject to correction by this payment, which is throughout this Contract called the Final Payment.

Contractor's Initials

Date


4/19/19

EXHIBIT C

SPECIAL PROVISIONS:

“Coffer Dam Installation and Removal at Downing’s Landing Boat Access Area”

A. Amendments to Contract Agreement (Form P-37)

8. EVENT OF DEFAULT: REMEDIES

Amend 8.1 to include:

- 8.1.4 Becomes insolvent, or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- 8.1.5 Makes an assignment for the benefit of creditors, or
- 8.1.6 For any other cause whatsoever, fails to carry on the work in an acceptable manner.

The Department shall give notice in writing to the Contractor for such delay, neglect, or default. If the Contractor does not proceed in accordance with the Notice, then the Department will, upon written notification from the Project Manager of the fact for such delay, neglect or default and the Contractor’s failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the Contractor. The Department may enter into an Agreement for the completion of said contract according to the terms and conditions thereof, or use such other methods as in its opinion, will be required for the completion of said contract in an acceptable manner.

10. TERMINATION

Amend 10 to read:

Termination of Contract Without Fault

The Department, for any cause, including but not limited to an order of any Federal authority of petition of the Contractor due to circumstances beyond his control may, in written notice to the Contractor, with the concurrence of the Governor and Council, terminate the contract, or any portion thereof, subject to conditions a, b, c and d provided below.

Notwithstanding, anything to the contrary contained in these conditions, it is understood and agreed by the parties hereto that all obligations of the Department hereunder, including the continuance of payments, are contingent upon the availability and continued appropriation of State and/or Federal funds, and in no event shall the Department be liable for any payments hereunder in excess of such available for Appropriated funds. In the event of a reduction, termination or failure to appropriate any or all such available funds, or appropriations, or a reduction of expenditure of State Funds by the Advisory Budget Control Committee, the

4/19/19 

Department may, by written Notice to the Contractor, immediately terminate this contract in whole or in part in accordance with the following conditions:

- a) When a contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual items of work completed. Payment for items of work not completed at the time of termination shall be the greater of the following amounts: 1) a percentage or completion of the particular item at time of termination, or 2) such amount as shall be mutually agreed upon by the parties. No claim for loss of anticipated profits on items or units of work not completed will be allowed.
- b) Reimbursement for organization of the work and mobilization, when not otherwise included in the contract, shall be made where the volume of work completed is too small to compensate the Contractor for these expenses under the Contract, the intent being that an equitable settlement be made with the Contractor.
- c) Acceptable materials obtained or ordered by the Contractor for work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor based upon the delivered cost of the materials at such points of delivery as may be designated by the Department. The Contractor shall do everything possible to cancel unfilled orders.
- d) Termination of a contract or a portion thereof shall not relieve the Contractor of his responsibilities for the work completed.

14. INSURANCE AND BOND

Amend GENERAL PROVISION 14.1 as follows:

Amend 14.1 to read

14.1 The Contractor shall deliver at the time of execution of the Contract, certificates of insurance required hereunder and such insurance shall be reviewed prior to approval by the Attorney General. The certificates of insurance shall contain the description of the project, and at the request of the Department, the Contractor shall promptly make available a copy of any and all listed insurance policies. The State of New Hampshire Fish and Game Department shall be named as Certificate holder. The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any sub-contractor or assignee to obtain and maintain in force, both for the benefit of the State, the following insurance:

Amend 14.1.1 to read:

Contractor's Initials
Date


4/14/19

14.1.1 General Liability, Comprehensive form including
Premises – Operations
Completed Operations
Contractual (see Indemnification Clause)
Broad Form Property Damage
Independent Contractors (Contractors Protective)

Combined Single Limit, Bodily Injury, Death and Property Damage
\$2,000,000.00 Per Occurrence
\$2,000,000.00 Aggregate

The Contractor shall indemnify, defend and save harmless the State of New Hampshire and its agents and employees from and against any suit, action, or claim of loss of expenses because of bodily injury, including death at any time resulting there from, sustained by any person or persons or on account of damage to property, including loss of use thereof, whether caused by or contributed to by said State of New Hampshire, its agents, employees or others.

B. General Conditions and Supplemental General Conditions

The General Conditions and Supplemental General Conditions are hereby incorporated into and made part of the Contract for this project. The Contractor is responsible for insuring that any Subcontractors supporting the project are aware, understand and are compliant with the conditions described in said documents.

Contractor's Initials
Date


4/19/19

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTHEAST SHORING INSTALLATION LLC is a Massachusetts Limited Liability Company registered to transact business in New Hampshire on June 06, 2018. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 796492

Certificate Number: 0004503563



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of April A.D. 2019.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Northeast Shoring Installation, LLC

LLC Certification of Authority

I, Andre Bissonnette hereby certify that I am a member of Northeast Shoring Installation, a limited liability company under RSA 304-C.

I certify that I am authorized to bind the LLC.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that I currently occupy the position indicated and that I have full authority to bind the LLC.

Signed: [Signature]

Date: 4-18-2019

State of Massachusetts, County of Plymouth

On this the

18

day of

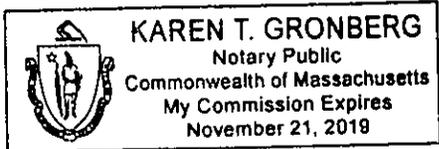
April

2019, before me

Andre J Bissonnette, the undersigned officer, personally appeared

_____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Karen T. Gronberg
November 21, 2019





SRSPETR-01

CFOGARTY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/2/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rogers & Gray Insurance Agency, Inc. 434 Rte 134 South Dennis, MA 02660	CONTACT NAME:		
	PHONE (A/C No, Ext): (800) 553-1801	FAX (A/C No): (877) 816-2156	
	E-MAIL ADDRESS: mail@rogersgray.com		
INSURED Northeast Shoring Installations Corp 700 W Center Street, Unit 7 West Bridgewater, MA 02379	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Everest Indemnity Insurance Company		10851
	INSURER B: Liberty Mutual Fire Insurance Company		23035
	INSURER C: Employers Insurance Company of Wausau		21458
	INSURER D: Hanover Insurance Company (The)		22292
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			EF4ML06265-181	11/25/2018	11/25/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 CONTRACTOR POLL \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ. <input type="checkbox"/> LOC OTHER:						
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-Z11- B8Q2Z1-028	11/25/2018	11/25/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			EF4CU01317-181	11/25/2018	11/25/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCC-Z11-B8Q2Z1-018	11/25/2018	11/25/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Equipment Floater			RHN D428916 01	11/25/2018	11/25/2019	Installation Floater \$ 250,000
D	Equipment Floater			RHN D428916 01	11/25/2018	11/25/2019	Leased/Rented \$ 750,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Downing's Landing Coffe Dam Project

The State of New Hampshire and its agent and employees are included as Additional Insured for General Liability and Excess (Umbrella) Liability, for ongoing and completed operations on a primary, non-contributory basis, as required by a signed written contract or agreement with the Named Insured and are included as insureds for Automobile Liability on a primary, non-contributory basis for the conduct of the (Named) Insured, but only to the extent of that liability.

The General Liability, Excess (Umbrella) Liability, Automobile Liability, and Workers Compensation/Employers Liability Policies include a Waiver of SEE ATTACHED ACORD 101

CERTIFICATE HOLDER**CANCELLATION**

New Hampshire Fish & Game Department
11 Hazen Drive
Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David J. Blinn

ACORD 25 (2018/03)

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ADDITIONAL REMARKS SCHEDULE

AGENCY Rogers & Gray Insurance Agency, Inc.		NAMED INSURED Northeast Shoring Installations Corp 700 W Center Street, Unit 7 West Bridgewater, MA 02378	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25; FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
 Subrogation in favor of the additional insured(s) on whose behalf the insured is required to obtain this Waiver under a written contract or agreement executed prior to a loss.

Notice of Cancellation provision is 30 days except 10 days applies for non-payment of premium.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Northeast Shoring Installation, LLC

(Name of Contractor)

700 West Center Street, West Bridgewater, MA 02379

(Address of Contractor)

a Limited Liability Company, hereinafter called Principal,
(Corporation, Partnership or Individual)

and United States Fire Insurance Company
(Name of Surety)

305 Madison Avenue, Morriston, NJ 07962

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

New Hampshire Fish and Game Department

(Name of Owner)

11 Hazen Drive, Concord, NH 03301

(Address of Owner)

hereinafter called **OWNER**, in the total aggregate penal sum of -Thirty-five Thousand Two Hundred- and no/100 Dollars, \$ (35,200.00)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the **OWNER**, dated the 16th day of April 20 19, a copy of which is hereto attached and made a part hereof for the construction of:

Coffer Dam Installation and Removal at Downing's Landing Boat

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extension thereof which may be granted by the **OWNER**, with or without notice to the Surety and during the one year guaranty period, and if the Principal shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the **OWNER** from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the **OWNER** all outlay and expense which the **OWNER** may incur in making good any default, then this obligation shall be void: otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to **WORK** to be performed thereunder or the specifications accompanying same shall in any way affect its

obligation on this BOND, and it does hereby waive notice of any such change, extension of time alteration or

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed 1 (one) counterparts, each one of which shall be deemed an original, this 19th day of April, 20 19

ATTEST:

By: [Signature]
(Principal) Secretary
(SEAL)

Northeast Shoring Installation, LLC
Principal
BY [Signature]
(Address)
700 West Center Street
West Bridgewater, MA 02379

By: _____
Witness as to Principal

(Address)

United States Fire Insurance Company
(Surety)
BY [Signature]
Attorney - in - Fact
Mark D. Leskanic
(Address)
305 Madison Avenue
Morriston, NJ 07962

ATTEST:

By [Signature]
Witness as to Surety
205 Union Street
Natick, MA 01760
(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.
IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of New Hampshire

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Northeast Shoring Installation, LLC

(Name of Contractor)

700 West Center Street, West Bridgewater, MA 02379

(Address of Contractor)

a Limited Liability Company, hereinafter called Principal,
(Corporation, Partnership or Individual)

and United States Fire Insurance Company
(Name of Surety)

305 Madison Avenue, Morriston, NJ 07962

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

New Hampshire Fish and Game Department

(Name of Owner)

11 Hazen Drive, Concord, NH 03301

(Address of Owner)

hereinafter called **OWNER** and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns, in the total aggregate penal sum of

-Thirty-five Thousand Two Hundred-and no/100 Dollars,
(\$ 35,200.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the **OWNER**, dated the 16th day of April 20 19, a copy of which is hereto attached and made a part hereof for the construction of:

Coffer Dam Installation and Removal at Downing's Landing Boat

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the **WORK** provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such **WORK**, and for all labor cost incurred in such **WORK** including that be a subcontractor, and to any mechanic

or materialman lienholder whether it acquires its lien by operation of State or Federal Law; then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the subcontractors, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date on which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 1 (one) counterparts, each one of (number) which shall be deemed an original, this 19th day of April, 20 19

ATTEST:

By: [Signature]
(Principal) Secretary

(SEAL)

By: _____
Witness us to Principal

(Address)

Northeast Shoring Installation, LLC

Principal

BY

[Signature]

(Address)

700 West Center Street

West Bridgewater, MA 02379

ATTEST:

By Kristen Yeager
Witness as to Surety

205 Union Street

Natick, MA 01760

(Address)

United States Fire Insurance Company

(Surety)

BY

[Signature]
Attorney - in - Fact

Mark D. Leskanic

(Address)

305 Madison Avenue

Morriston, NJ 07962

NOTE: Date of **BOND** must not be prior to date of Contract.
If **CONTRACTOR** is partnership, all partners should execute **BOND**.

IMPORTANT: Surety companies executing **BONDS** must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of New Hampshire.

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

03094436419

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Greg Angel, Maria Plaisted, Mark Leskanic, Matthew Leskanic, Kristin Yeager

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: Seven Million, Five Hundred Thousand Dollars (\$7,500,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2020.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 25th day of March, 2019.

UNITED STATES FIRE INSURANCE COMPANY



Anthony R. Slimowicz, Senior Vice President



State of New Jersey }
County of Morris }

On this 25th day of March 2019, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA
NOTARY PUBLIC STATE OF NEW JERSEY
NO. 2163686

Sonia Scala

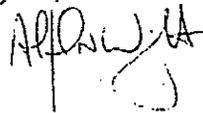
(Notary Public)

MY COMMISSION EXPIRES 3/25/2024

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 19th day of April 20 19

UNITED STATES FIRE INSURANCE COMPANY



Al Wright, Senior Vice President



SAM Search Results

List of records matching your search for :

Classification: Individual, Firm, Special Entity Designation, Vessel

Entity Name: ~~northeast shoring installation, llc~~

Classification: Individual

Functional Area: Performance Information

Record Status: Active

Name1: James Kinch

Name2: Andre Bissonnette

No Search Results